

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
IN AND FOR SUSSEX COUNTY
COURT NO. 17**

HOMETOWN VILLAGE OF COOL BRANCH LLC	§	
Plaintiff Below,	§	
Appellant	§	
	§	
VS	§	C.A. No. JP17-22-005052
	§	
	§	
LUCRETIA KNEUER	§	
Defendant Below,	§	
Appellee	§	

TRIAL DE NOVO

Submitted: May 23, 2023
Decided: June 16, 2023

APPEARANCES:

Nicole M. Faries, Esquire appeared for Plaintiff
Olga K. Beskrone, Esquire appeared for Defendant

William Wood, Justice of the Peace
Brett Graves, Justice of the Peace
John Martin, Senior Justice of the Peace

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6CF14A3J (3/1/19)

**JUSTICE OF THE PEACE COURT OF THE STATE OF DELAWARE
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CIVIL ACTION NO: JP17-22-005052

VILLAGE OF COOL BRANCH VS LUCRETIA KNEUER

ORDER ON TRIAL DE NOVO

The Court has entered a judgment or order in the following form:

The matter before this Court is a Landlord-Tenant action appeal. Plaintiff seeks possession of its rental property based upon Defendant's failure to cure rules violations. Defendant has moved to dismiss the matter asserting that Plaintiff's notice is deficient because it references a 2020 lease sent by Plaintiff that was never signed by Defendant and is therefore not the controlling lease (it is undisputed that both parties signed a 2015 lease). Plaintiff avers that the 2020 lease should be applicable pursuant to 25 Del. C. §7012(b), because Defendant paid rent after receiving the lease. In the alternative Plaintiff argues that the notice is still sufficient as the rules under the 2020 lease are the same and that the only difference is a renumbering of sections; 25 Del. C. §5707 allows a general description of the existing problem(s). Lastly, Plaintiff argues that the rules are permitted to be amended upon 60 days' notice pursuant to 25 Del C §7018.

After careful consideration, this Panel unanimously agrees to grant the Motion to Dismiss. First, Plaintiff acknowledges that the 2020 lease was created in an effort to comport with new laws enacted by the legislature. The 2020 lease did not amend the rules, but did renumber various sections. Because the rules were not amended, §7018 does not apply. Next, §7012(b) allows for presumption of acceptance of new terms when the tenant 1. Accepts possession; and 2. pays the rent. The statutory language anticipates that both of the actions by the tenant are affirmative steps that would lead a reasonable person to conclude that the tenant accepted the terms of the lease. In the case at bar, Defendant had been in possession of the lot for several years at the time the 2020 lease was sent, thus no affirmative step was taken to accept possession. We find that §7012 applies to new tenants accepting a new lease, not to existing tenants given a modified lease. Lastly, we conclude that the 2015 lease is the controlling lease between the parties. Plaintiff's notice to Defendant references the 2020 lease and its rules, which contained different section numbers than the 2015 controlling lease. Consequently, the notice lacks the necessary clarity to sustain an action against Defendant.

Accordingly, the action is hereby Dismissed without prejudice.

IT IS SO ORDERED 16th day of June, 2023

/s/William Wood
Justice of the Peace
For the Three Judge Panel



Information on post-judgment procedures for default judgment on Trial De Novo is found in the attached sheet entitled Justice of the Peace Courts Civil Post-Judgment Procedures Three Judge Panel (J.P. Civ. Form No. 14A3J).

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